



Health Services
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

Gloria Molina
First District

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Second District

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Third District

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Fourth District

Michael D. Antonovich
Fifth District

December 5, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH
MARIPOSA HORTICULTURAL ENTERPRISES, INC.**
(1st District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 1 to Agreement No. 74292, substantially similar to Exhibit I, with Mariposa Horticultural Enterprises, Inc., for the continued provision of contract landscape maintenance services at LAC+USC Medical Center, on a month-to-month basis, with rates to remain the same, effective January 1, 2007 through June 30, 2008 at a maximum County cost of \$303,304. This action increases the maximum County obligation from \$808,812 to \$1,112,116.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The term extension is necessary for the continued provision of contract landscape maintenance services at LAC+USC Medical Center ("LAC+USC"), while the construction of the Replacement Facility is completed.

FISCAL IMPACT/FINANCING:

The total maximum County cost for the eighteen month extension from January 1, 2007 through June 30, 2008 is \$303,304.

Funding is included in the Department's Fiscal Year (FY) 2006-07 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Department of Health Services ("DHS" or "Department") has contracted for landscape maintenance services under provisions of County Code 2.121.250 *et seq.*, "Contracting with Private Businesses" ("Proposition A") since December, 1990.

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

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Fax: (213) 481-0503

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On November 26, 2002, the Auditor-Controller approved a cost analysis prepared for the existing agreement by the Department. Since then, the Department's contract cost has not increased and will not increase under Amendment No. 1. Contracting under Proposition A guidelines continues to be cost effective and operationally feasible for the provision of landscape maintenance services.

Landscape maintenance services include but are not necessarily limited to: maintenance of turf, ground cover, shrubs and trees, renovation of turf and ground cover areas; pruning of trees and shrubs; weed, disease, pest and rodent control; and the operation and maintenance of irrigation systems.

On December 17, 2002, the Board approved an agreement with Mariposa Horticultural Enterprises, Inc. ("Mariposa") for the continued provision of contract landscape maintenance services at LAC+USC, effective January 1, 2003 through June 30, 2003, with three one-year automatic renewals through June 30, 2006, and delegated authority to extend an additional six months through December 31, 2006.

The agreement was extended for six months under the delegated authority provision of the agreement, and is now slated to expire on December 31, 2006.

There is no employee impact. Landscape maintenance services fall under Proposition A guidelines and are subject to the provisions of the County's Living Wage Program.

Amendment No. 1 will extend the term on a month-to-month basis for a maximum of eighteen additional months, from January 1, 2007 through June 30, 2008, to allow time for the completion of the Replacement Facility Project at LAC+USC. The agreement includes provisions for termination by the County upon 30 days advance written notice to the Contractor.

Mariposa is in compliance with all Board requirements. Contract monitoring functions will continue to be performed by LAC+USC.

Attachment A provides additional information.

The attached Agreement Amendment (Exhibit I) with Mariposa has been approved as to use and form by County Counsel.

CONTRACTING PROCESS:

The Department plans to issue a Request for Proposals (RFP) as soon as the Replacement Facility Project at LAC+USC is completed, which we believe will be approximately in June 2007 for the continued provision of contract landscape maintenance services under provisions of County Code 2.121.250 et seq., "Contracting with Private Businesses" (Proposition A).

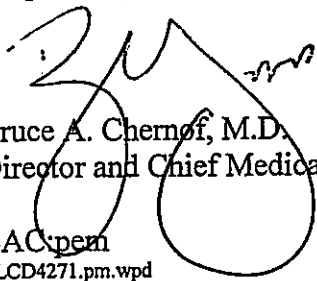
The Honorable Board of Supervisors
December 5, 2006
Page 3

IMPACT ON CURRENT SERVICES:

Approval of the agreement will assure the continued provision of necessary landscape maintenance services at LAC+USC while the Replacement Facility Project is completed.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Director

BAC:pen
BLCD4271.pm.wpd

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICE:**

Landscape maintenance services at LAC+USC Medical Center.

2. **AGENCY NAME/ADDRESS/CONTACT PERSON:**

Mariposa Horticultural Enterprises, Inc.
15529 Arrow Highway
Irwindale, California 91706
Contact: Ren Flugel, Vice President of Operations, SC
Phone: (626) 960-0196
Fax: (626) 960-8477

3. **TERM:**

The term of Amendment No. 1 to Agreement No. 74292 will become effective on January 1, 2007 and continue through June 30, 2008. Funding is included in the Department's Fiscal Year (FY) 2006-07 Final Budget and will be requested in future fiscal years

4. **FINANCIAL INFORMATION:**

The maximum County cost for the eighteen month contract extension will be \$303,304.

5. **SERVICE INFORMATION:**

The agreement amendment provides for the provision of landscape maintenance services at LAC+USC Medical Center.

6. **ACCOUNTABLE FOR CONTRACT MONITORING:**

Contract monitoring functions will continue to be performed by LAC+USC Medical Center.

7. **APPROVALS:**

LAC+USC Medical Center: Pete Delgado, Chief Executive Officer

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel (approval as to form): Allison Morse, Deputy County Counsel

FACT SHEET

RE: **AGREEMENT AMENDMENT WITH USC CARE MEDICAL GROUP INC., AND USC UNIVERSITY HOSPITAL, INC., DBA AS USC UNIVERSITY HOSPITAL FOR THE PROVISION OF LITHOTRIPSY OR PERCUTANEOUS NEPHROSTOLITHOTOMY SERVICES**

All Districts

CONTACT PERSONS:

- | | |
|--|--|
| 1. Mark Wycislak, Contract Liaison
LAC+USC Medical Center
(323) 226-6472
e-mail: mwwycislak@lacusc.org | 2. Miguel de los Reyes, Contract Liaison
Harbor/UCLA Medical Center
(310) 222-1678
e-mail: mireyes@ladhs.org |
| 3. Anthony Gray, Chief Financial Officer
MLK/King Jr.-Drew Medical Center
(310) 668-4111
e-mail: tgray@ladhs.org | 4. Dexter Moon, Contract Liaison
Olive View/UCLA Medical Center
(818) 364-3418
e-mail: dmoon@ladhs.org |
| 5. Rocio Calderon, Contract Liaison
Rancho Los Amigos
(562) 401-7362
e-mail: rccalderon@ladhs.org | 6. Sandra Valdivia, Contract Liaison
High Desert Health System
(661) 945-8413
e-mail: svaldivia@ladhs.org |

SUBJECT:

The Director of Health Services is recommending the Board to approve Amendment No. 1 to County Agreement No. H-207954 with USC Care Medical Group, Inc., and USC University Hospital, Inc., doing business as (dba) USC University Hospital (USC University Hospital) for the continued provision of lithotripsy and percutaneous nephrostolithotomy services.

REQUESTED ACTION:

You are being asked to delegate authority to the Director of Health Services, or his designee, to sign Amendment No. 1 to County Agreement No. H-207954 with USC University Hospital for the provision of lithotripsy and percutaneous nephrostolithotomy services at all County hospitals, effective January 1, 2007 through December 31, 2009, with a total maximum County obligation of \$1,954,000.

PROGRAM:

Board approval of the recommended action will amend an existing agreement with USC University Hospital for the provision of lithotripsy and percutaneous nephrostolithotomy. The Agreement provides for the referral of outpatient lithotripsy or percutaneous nephrostolithotomy services for the removal of urinary calculi (kidney and gallbladder stones). These are critical, cost-effective treatment services and patients may be referred from all County hospitals.

FACT SHEET (Cont'd)

FINANCIAL INFORMATION:

The maximum County obligation for the Agreement with USC University Hospital is \$316,500 for FY 2006-07, \$643,000 for FY 2007-08, \$658,000 for FY 2008-09, and \$336,500 for FY 2009-10, with a total contractual obligation of \$1,954,000.

Funding is included in the FY 2006-07 Final Budget and will be requested in future fiscal years, as needed.

TERMINATION PROVISION:

The Agreement contains provision for termination with or without cause at any time by either party upon the giving of at least 60 days' written notice to the other party.

TERM:

The term of Amendment No. 1 is effective January 1, 2007 through December 31, 2009.

AUTOMATIC RENEWAL:

Not applicable.

RETROACTIVE AGREEMENT:

N/A.

EXPIRATION OF PRIOR PROJECT PERIOD:

The existing agreement expires on December 31, 2006.

REQUEST FOR PROPOSALS (RFP) PROCESS:

The Department will conduct a review to determine if there may be other potential providers of lithotripsy and percutaneous nephrostolithotomy services. If appropriate, the Department will develop a qualification solicitation.

SOLE SOURCE JUSTIFICATION:

Not Applicable.

SMALL BUSINESS WEB SITE:

N/A.

Lithotripsy Svcs Amendment No. 1.ev.wpd



Health Services
LOS ANGELES COUNTY

**Los Angeles County
Board of Supervisors**

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Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

William Loos, MD
Acting Senior Medical Officer

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December 5, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT AMENDMENT WITH USC CARE MEDICAL GROUP, INC.,
AND USC UNIVERSITY HOSPITAL, INC., DOING BUSINESS AS USC
UNIVERSITY HOSPITAL FOR THE PROVISION OF LITHOTRIPSY OR
PERCUTANEOUS NEPHROSTOLITHOTOMY SERVICES
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 1 to County Agreement No. H-207954 with USC Care Medical Group, Inc. and USC University Hospital, Inc., doing business as (dba) USC University Hospital, (Exhibit I), for the provision of lithotripsy and percutaneous nephrostolithotomy services at all County hospitals, effective January 1, 2007 through December 31, 2009, at a total maximum County obligation of \$1,954,000.
2. Delegate authority to the Director of Health Services, or his designee, to approve a Cost of Living Adjustment (COLA) as determined by the COLA provisions provided annually by the Chief Administrative Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Board approval of the recommended action will amend an existing agreement with USC Care Medical Group, Inc. and USC University Hospital, Inc., dba USC University Hospital (USC University Hospital) for the provision of lithotripsy and percutaneous nephrostolithotomy services at the Department of Health Services (DHS) hospitals.

FISCAL IMPACT/FINANCING:

The maximum County obligation for the Agreement with USC University Hospital is \$316,500 for FY 2006-07, \$643,000 for FY 2007-08, \$658,000 for FY 2008-09, and \$336,500 for FY 2009-10, for a total contractual obligation of \$1,954,000.

Funding is included in the FY 2006-07 Final Budget and will be requested in future fiscal years, as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

A Request for Proposals (RFP) was completed in 1997. On May 20, 1997, the Board approved Agreement No. H-208473 with Good Samaritan Hospital to provide lithotripsy services and an agreement with USC University Hospital to provide percutaneous nephrostolithotomy services.

On August 19, 1997, after several months of negotiations with USC University Hospital, DHS was notified that they would be unable to provide the percutaneous nephrostolithotomy services. These services were a necessary part of the program for DHS, however, USC University Hospital elected not to sign the agreement.

On February 10, 1998, the Board approved an amendment to the existing Agreement with Good Samaritan Hospital to provide percutaneous nephrostolithotomy services.

On August 22, 2002, Good Samaritan Hospital informed DHS that the existing contractual arrangements were unacceptable and requested a substantial increase to the contractual rates. Good Samaritan also advised DHS that without a rate increase they could no longer continue to provide the current services and a 60-day termination notice was issued effective December 31, 2002.

Consequently, DHS offered similar contractual arrangements to three of the other proposers who responded to the RFP in 1997. The only responding proposer was USC University Hospital.

The lithotripsy and percutaneous nephrostolithotomy services that are provided by USC University Hospital provide for the removal of kidney and bladder stones. These are critical, cost-effective treatment services and patients may be referred for these services from all County hospitals.

The administration of each County hospital covered under the Agreement will continue to monitor the contractor's performance and to assure compliance with the terms and conditions of the agreement.

County Counsel has approved Exhibit I as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

In April 1997, the Department completed an open competitive solicitation process to select providers for the delivery of lithotripsy and percutaneous nephrostolithotomy services. Bidders could submit bids for either lithotripsy or percutaneous nephrostolithotomy services, or both services. Bids were received from Good Samaritan Hospital, St. Joseph Hospital, USC University Hospital, and UCLA Medical Group. On May 20, 1997, the Department offered agreements to USC University Hospital and Good Samaritan Hospital. Only Good Samaritan agreed to sign an agreement. DHS was unable to reach agreement with USC University Hospital at that time.

In December 2002, Good Samaritan Hospital terminated their services with DHS due to a dispute over a rate increase. In January 2003, DHS entered into a new agreement with USC University Hospital.

The Honorable Board of Supervisors
December 5, 2006
Page 3

The Department will conduct a review to determine if there may be other potential providers of lithotripsy and percutaneous nephrostolithotomy services. If appropriate, the Department will develop a qualification solicitation.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the amendment with USC University Hospital will ensure the continued and uninterrupted provision of lithotripsy and percutaneous nephrostolithotomy services.

When approved, this Department requires three signed copies of the Boards action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:ev
Lithotripsy Svcs Amendment No. 1.ev.wpd

Attachment

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

SUMMARY OF AGREEMENT1. TYPE OF SERVICES:

Lithotripsy and percutaneous nephrostolithotomy services for the removal of kidney and bladder stones. Patients may be referred from all County hospitals.

2. AGENCIES ADDRESSES AND CONTACT PERSONS:

USC Care Medical Group, Inc.
1510 San Pablo Street, Suite 649
Los Angeles, California 90033
Attention: Jefferey L. Huffman, M.D., President & CEO
Telephone: (323) 442-5955

USC University Hospital, Inc.
1500 San Pablo Street
Los Angeles, California 90033
Attention: Paul Viviano, CEO
Telephone: (323) 442-8656

3. TERM:

January 1, 2007 through December 31, 2009.

4. FINANCIAL INFORMATION:

<u>Facility</u>	<u>Period of 01/01/07- 06/30/07</u>	<u>Period of 07/01/07- 06/30/08</u>	<u>Period of 07/01/08- 06/30/09</u>	<u>Period of 07/01/09- 12/31/09</u>	<u>TOTAL</u>
LAC+USC	\$137,500	\$275,000	\$275,000	\$137,500	\$ 825,000
Harbor	105,000	220,000	235,000	125,000	685,000
King	42,000	84,000	84,000	42,000	252,000
OVMC	12,500	25,000	25,000	12,500	75,000
Rancho	5,500	11,000	11,000	5,500	33,000
HDH	<u>14,000</u>	<u>28,000</u>	<u>28,000</u>	<u>14,000</u>	<u>84,000</u>
TOTAL	\$316,500	\$643,000	\$658,000	\$336,500	\$1,954,000

5. PRIMARY GEOGRAPHIC TO BE SERVED:

Countywide.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Chief Executive Officer at each County hospital.

7. APPROVALS:

LAC+USC Medical Center:	Pete Delgado, Chief Executive Officer
Harbor -UCLA Medical Center:	Tecla Mickoseff, Chief Executive Officer
King/Drew-UCLA Medical Center:	Anthony Gray, Chief Financial Officer
Olive View-UCLA Medical Center:	Melinda Anderson, Chief Executive Officer
Rancho Los Amigos National Rehabilitation Center:	Valerie Orange, Chief Executive Officer
High Desert Health Systems:	Beryl Broooks, Chief Executive Officer
Contract and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to form):	Eva Vera, Senior Deputy County Counsel

Board Approval: December 5, 2006

FACT SHEET

**RE: LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH MARIPOSA
HORTICULTURAL ENTERPRISES, INC.**

1st District

DHS CONTACT PERSON:

Pete Delgado, Chief Executive Officer
LAC+USC Medical Center
(323) 226-2800
email: pdelgado@lacusc.org

Mark Wycislak, Contract Liaison
LAC+USC Medical Center
(323) 226-2400
e-mail: mwycislak@lacusc.org

SUBJECT:

The Director of Health Services is requesting Board approval of Amendment No. 1 to Agreement No. 74292 with Mariposa Horticultural Enterprises, Inc., extending the term an additional eighteen months, on a month-to-month basis for the continued provision of contract landscape maintenance services at LAC+USC Medical Center, allowing time for the completion of the Replacement Facility Project.

REQUESTED ACTIONS:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 1 to Agreement No. 74292, substantially similar to Exhibit I, with Mariposa Horticultural Enterprises, Inc., for the continued provision of contract landscape maintenance services at LAC+USC Medical Center, on a month-to-month basis, with rates to remain the same, effective January 1, 2007 through June 30, 2008 at a maximum County cost of \$303,304.

PROGRAM:

The recommended agreement is for the continued provision of landscape maintenance services at LAC+USC Medical Center.

CONTRACT AMOUNT:

The total maximum County obligation of Amendment No. 1 to Agreement No. 74292 is \$303,304 for the eighteen month contract period of January 1, 2007 through June 30, 2008.

TERMINATION PROVISIONS:

The agreement may be terminated immediately for cause or for convenience upon 30 days advance written notice by the County.

FACT SHEET (cont'd)

TERM OF AGREEMENT:

The term of Amendment No. 1 to Agreement No. 74292 is January 1, 2007 through June 30, 2008.

AUTOMATIC RENEWAL:

No.

FIRST BOARD APPROVED CONTRACT:

The Board approved the initial contracting of landscape maintenance services in December, 1990.

CONTRACTING PROCESS:

The Department plans to conduct a Request for Proposals process under the provisions of County Code 2:121.250 et.seq., "Contracting with Private Businesses" (Proposition A).

RETROACTIVE AGREEMENT:

No.

SOLE SOURCE JUSTIFICATION:

Not applicable.

LOS ANGELES COUNTY ONLINE WEB SITE:

Not applicable.

BLCD4271.pm.wpd